

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re

MOTORS LIQUIDATION COMPANY, et al., f/k/a General Motors Corp., et al. Debtors.	Chapter 11 Case No. 09-50026 (REG) (Jointly Administered)
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Objection to Debtor's For Entry of an Order Establishing Claims Reserves in Connection
with Distributions to be Made Under the Debtors' Amended Joint Chapter 11 Plan with
Respect to, Among Other Things, Certain Unliquidated Claims

1. As the claimant, Tracy Woody, was granted an allowable claim by this
Bankruptcy Court in which my claim was initially filed 10/25/10 claim number
#70481 and amended claim of total damages and losses with attached
documentation of such damages filed by 2/8/11 against General Motors
Corporation ("GM"), I object that my claim and amended claim was not listed in
the established and allowable claims of the Debtor, "GM."
2. The claim arised from a lawsuit attached to the claim filed against GM for
manufactured defects and product liability, fraud, et. al. from the time of purchase
of their manufactured Chevrolet Suburban SUV. Claims in the case also included
Magnuson-Moss Warranty Act, Uniform Commercial Code Summary entitling a
Revocation of contract, exist several legitimate claims in this case that I have
stated with specificity including evidence supplied partly by GM themselves and
as a result of a lawsuit filed previously against GM the manufactured defects in
the SUV where the instrument cluster, speedometer or stepper motor and a panel
cluster problem were defective noted by a mechanic that provided a repair of the

SUV purchased and the over 2 year time period that I was not aware of those manufactured defects and non performance cause me to experience financial hardship and downtime that impacted my having a reliable vehicle for work and expense helped plunge me into bankruptcy and repeatedly did not perform and conform was not included in the list of established claims. My claim stated the full loss shared by all 6 defendants including GM \$39,376.02 with the attached claim and related initial Complaint and related damages and expenses of documents was served on the Defendants mentioned in the Proof of Claim form themselves that I downloaded and indicated that it was an amended claim from #70481 filed 10/25/10. Under the Proof of claim section of the form to the far right under the heading **Your Claim is Scheduled As Follows:** last line in the paragraph states that "If you have already filed a proof of claim in accordance with the attached instructions, you need not file again." With a conversation of an Attorney at Weil, Gotshal & Manges LLP I could actually amend my claim because I initially filed a claim previously.

3. I object that an individual claim reserve if no estimation objection is timely filed is only 10 days and should be adjusted to within 14 days to file an objection to the proposed individual claim reserve objection for holder of such Disputed General Unsecured claims after the date of service of the Estimation Notice (the "Estimation Objection Deadline) page 12 of Motion for Debtors for Entry of an Order Establishing Claims et. al. for hearing on March 1, 2011 because GM due to the timeframe I received GM's Notice of Hearing of their said Motion and due

to the voluminous information provided in the Motion, I did not have reasonable time to provide a thorough objection.

I pray that this Honorable Court grant the following:

1. Grant that due to General Motors Corporation ("GM") being sued by interested party, Tracy Woody, initially in the District Court of Wake County of Raleigh, NC and presented in the U. S. Bankruptcy Court for the Southern District of New York, on the same complaint of product liability and manufactured defects at the time of purchasing a Chevrolet Suburban SUV manufactured by GM, fraud, et. al, named in the Complaint and lawsuit including 5 other defendants and a claim for damages and losses was allowed to be filed by Tracy Woody against General Motors Corporation in the Bankruptcy court that my initial claim filed on 10/25/10 became allowable (court claim number 70481) and, thus could be amended to an actual dollar figure of 6 defendants to \$39,376.02 as it was received by 2/8/11 and that it be listed as an allowed and established claim against Motors Liquidation Company f/k/a General Motors Corporation.
2. Adjustment be made from 10 days to within 14 days to file an objection of a proposed individual claim reserve objection for holder of such Disputed General unsecured claims after the date of service of the Estimation Notice (the "Estimation Objection Deadline") mentioned on page 12 of the Motion for Debtors for Entry of an order establishing claims et. al. due to the voluminous documents received by the Debtor, General Motors

Corporation that has to be reviewed and responded to in a reasonably time
by the estimated objection deadline.

This 21st day of February, 2011.

A handwritten signature in cursive script, appearing to read "Tracy Woody", written over a horizontal line.

Tracy Woody
4908 Vallery Place
Raleigh, NC 27604
(919) 349-3418

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this date served a copy of the foregoing Objection by depositing a copy of the same in the United States Mail, postage paid or by UPS, in an envelope addressed as noted below by Mail to all parties:

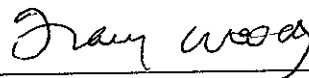
Honorable Robert E. Gerber
United States Bankruptcy Judge
Room 621 of the US Bankruptcy Court for the Southern District of New York
Alexander Hamilton Custom House
One Bowling Green
New York, NY 10004-1408

Clerk of Bankruptcy Court
One Bowling Green
New York, NY 10004-1408

Attorneys for Debtors

Weil, Gotshal & Manges LLP, 767 Fifth Ave., New York, NY 10153 (Attn: Harvey R. Miller, Esq., Stephen Karotkin, Esq., and Joseph H. Smolinsky, Esq.), the Debtors, c/o Motors Liquidation Company, 401 South Old Woodward Avenue, Suite 370, Birmingham, Michigan 48009 (Attn: Thomas Morrow); General Motors, LLC, 400 Renaissance Center, Detroit, MI 48265 (Attn: Lawrence S. Buonomo, Esq.), Cadwalader, Wickersham & Taft LLP, attorneys for the U. S. Dept of the Treasury, One World Financial Center, NY, NY 10281 (Attn: John J. Rapisardi, Esq.), the U.S. Department of the Treasury, 1500 Pennsylvania Avenue NW, Room 2312, Washington, DC 20220 (Attn: Joseph Samarias, Esq.), Vedder Price, P.C., attorneys for Export Development Canada, 1633 Broadway, 47th Floor, New York, NY 10019 (Attn: Michael J. Edelman, Esq. and Michael L. Schein, Esq.), Kramer Levin Naftalis & Frankel LLP, attorneys for the statutory committee of unsecured creditors, 1177 Avenue of the Americas, NY, NY 10036 (Attn: Thomas Moers Mayer, Esq, Robert Schmidt, Esq., Lauren Macksound, Esq., and Jennifer Sharret, Esq.) The office of the U.S. Trustee for the Southern District of New Your, 33 Whitehall Street, 21st Floor, NY, NY 10004 (Attn: Tracy Hope Davis, Esq.), The U.S. Attorney's Office, S.D.N.Y., 86 Chambers Street, Third Floor, New Yor, NY 10007 (Attn: David S. Jones, Esq. and Natalie Kuehler, Esq.), Caplin & Drysdale, Chartered, attorneys for the official committee of unsecured creditors holding asbestos-related claims, 375 Park Ave., 35th Floor, NY, NY 10152-3500 (Attn: Elihu Inselbuch, Esq. and Rita C. Tobin, Esq.) and One Thomas Circle, N.W., Suite 1100, Washington, DC 20005 (Attn: Trevor W. Swett III, Esq. and Kevin C. Maclay, Esq.), and Stutzman, Bromberg, Esserman & Plifka, A Professional Corporation, attorneys for Dean M. Trafelet in his capacity as the legal representative for future asbestos personal injury claimants, 2323 Bryan Street, Suite 2200, Dallas, Texas 75201 (Attn: Sander L. Esserman, Esq. and Robert T. Brousseau, Esq.).

This 21st day of February, 2011.


Tracy Woody, Pro Se

7015857

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor (Check Only One): <input checked="" type="checkbox"/> Motors Liquidation Company (f/k/a General Motors Corporation) <input type="checkbox"/> MLCS, LLC (f/k/a Saturn, LLC) <input type="checkbox"/> MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation) <input type="checkbox"/> MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.)		Case No. 09-50026 (REG) 09-50027 (REG) 09-50028 (REG) 09-13558 (REG)
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. § 503(b)(9) (see Item # 5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): TRACY WOODY	<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: 70481 (If known) Filed on: 10/25/10	
Name and address where notices should be sent: TRACY WOODY 4908 VALLERY PLACE RALEIGH NC 27604	If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.	
Telephone number: 919-349-3418 Email Address:	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
Name and address where payment should be sent (if different from above): Tracy Woody 4908 Vallery Pl Raleigh, NC 27604 Telephone number: 919-349-3418		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Value of goods received by the Debtor within 20 days before the date of commencement of the case – 11 U.S.C. § 503(b)(9) (§ 507(a)(2)). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507(a)(). Amount entitled to priority: \$
1. Amount of Claim as of Date Case Filed, June 1, 2009: \$ 39,376.02 *See attached worksheet If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
2. Basis for Claim: car loan (See complaint attached and contract) (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: 0323 3a. Debtor may have scheduled account as: 0323 (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input checked="" type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Describe: *See purchase price in contract Value of Property: \$ 24,714.85 Annual Interest Rate: % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ Basis for perfection: Amount of Secured Claim: \$ Amount Unsecured: \$ 39,376.02 *See attached worksheet		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain in an attachment.		
Date: 2/14/11 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Tracy Woody, 4908 Vallery Place, Raleigh, NC 27604		FOR COURT USE ONLY

From: Tracy Woody
Tel. 919-349-3418

This worksheet is a summation of expenses incurred in the case of the Defective SUV:

Deficiency Surplus Calculated Aggregate Amount Owed and Loss of SUV vehicle	\$21,748.35
Amount I paid on SUV ((467.88 *19) + 351.90)	\$9,241.62
Car Repairs and loss of items expenses	\$773.05
Legal expenses (including copies, court costs, summons, etc.)	\$1,057.00
Rented vehicle since Loss of SUV April 19, 2009 up until 2/4/11((21 mos. +16 days)*300 pr mo)	<u>\$6,556.00</u>
*Total Loss and Expenses: ITEM #1 & #4: of Proof of Claim	<u>\$39,376.02</u>

Notes:

From April 19, 2009 - June 1, 2009 GM filed bankruptcy

Rented vehicle expense amount include in above calculations: \$416.13

*Please see all defendants including General Motors listed in Complaint for \$39,376.02 reflects my total losses and expenses with total sum of \$39,376.02 to date 2/4/11 against all parties

7015857

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor (Check Only One):
☒ Motors Liquidation Company (f/k/a General Motors Corporation)
☐ MLCS, LLC (f/k/a Saturn, LLC)
☐ MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)
☐ MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.)

Case No.
 09-50026 (REG)
 09-50027 (REG)
 09-50028 (REG)
 09-13558 (REG)

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. § 503(b)(9) (see Item # 5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property): TRACY WOODY

Name and address where notices should be sent:
 TRACY WOODY
 4908 VALLERY PLACE
 RALEIGH NC 27604

☒ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: 70481
 (If known)

Filed on: 10/25/10

Telephone number: 919-349-3418
 Email Address:

Name and address where payment should be sent (if different from above):

Tracy Woody
4908 Vallery Pl
Raleigh, NC 27604

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in this case.

Telephone number: 919-349-3418

1. Amount of Claim as of Date Case Filed, June 1, 2009: \$ 39,376.02 *See attached worksheet*
 If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.

☒ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. Basis for Claim: car loan (See Complaint Attached and Contract)
 (See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: 0323

3a. Debtor may have scheduled account as: 0323
 (See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)
 Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☒ Motor Vehicle ☐ Equipment ☐ Other
 Describe: * See purchase price on contract

Value of Property: \$ 24,714.85 Annual Interest Rate: 10.09%

Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____

Basis for perfection: _____

Amount of Secured Claim: \$ _____ Amount Unsecured: \$ 39,376.02 *See attached worksheet*

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain in an attachment.

Your Claim is Scheduled As Follows:

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

- ☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
- ☐ Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).
- ☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).
- ☐ Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).
- ☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
- ☐ Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2)).
- ☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)().
 Amount entitled to priority:

\$
 *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

Date 2/4/11

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Tracy Woody, 4908
Vallery Place, Raleigh, NC 27604

FOR COURT USE ONLY

From: Tracy Woody
Tel. 919-349-3418

This worksheet is a summation of expenses incurred in the case of the Defective SUV:

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*Total Loss and Expenses: ITEM #1 & #4: of Proof of Claim	<u>\$39,376.02</u>

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From April 19, 2009 - June 1, 2009 GM filed bankruptcy

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*Please see all defendants including General Motors listed in Complaint for \$39,376.02 reflects my total losses and expenses with total sum of \$39,376.02 to date 2/4/11 against all parties

NORTH CAROLINA)

IN THE GENERAL COURT OF JUSTICE

WAKE COUNTY)

DISTRICT COURT DIVISION 012 001008

TRACY WOODY,)

File No. 11-000110000

Plaintiff,)

ONYX ACCEPTANCE)

COMPLAINT:

CORPORATION, CAPITAL)

NON MATERIAL DISCLOSURE

ONE AUTO FINANCE, INC.,)

VIOLATIONS, TRUTH AND LENDING

GENERAL MOTORS COMPANY/)

ACT, PREDATORY LENDING, FRAUD

CHEVROLET DIVISION OF GM/)

MAGNUSON-MOSS WARRANTY ACT,

GENERAL MOTOR CORP.,)

UNIFORM COMMERCIAL CODE

FARM AND RANCH AUTO)

SUMMARY, FAIR DEBT COLLECTION

SALES, INC.)

PRACTICES ACT, REVOCATION OF

CONTRACT, UNFAIR AND DECEPTIVE

TRADE PRACTICES, LARCENY OF A

MOTOR VEHICLE, FAIR CREDIT

BILLING ACT, FRAUD, PREDATORY

PRACTICES, TRUTH AND

LENDING ACT, NEGLIGENCE, FAIR

CREDIT REPORTING ACT, BREACH OF

CONTRACT, PUNITIVE DAMAGES, &

FAIR CREDIT BILLING ACT

I am requesting that this Honorable Court grant relief from the defendants who made the following violations of the Magnuson-Moss Warranty Act, Uniform Commercial Code Summary entitling a Revocation of contract, Fair Credit Billing Act, Fraud, Fair Debt Collection Practices Act, Unfair and Deceptive Trade Practices Act, Negligence, Non material disclosure violations, Truth and Lending Act ("TILA"), and Predatory Lending Practices based on the following facts:

1. I have a fraud alert on my credit report in which Capital One Auto Finance never called me directly regarding the SUV loan as to whether I applied for the vehicle which is a requirement of the fraud consumer alert protection against all creditors and Fair Credit Reporting Act.

2. Farm and Ranch Auto Sales assured me that the 2003 chevrolet Suburban SUV was in good condition and serviced which is part of the express warranty. Farm and Ranch Auto Sales refused to address the series of defects as they indicated in my response to the Attorney General's Office, Consumer of Protection. It is Negligence on both Capital One Auto Finance subsidiary of Onyx Acceptance Corporation of refusing to address the defects. The Lender is guilty of predatory lending practices since they did not verify if I could pay for the loan and the sales representative at Farm and Ranch Auto Sales was so quick with the transaction I was not asked for any bank statements being self-employed their was not much of any criteria on creditworthiness on whether I could actually pay for the loan and I was rushed out with keys in my hand and that was it. In the UCC code, I did not receive any kind of rescinding form from Farm and Ranch Auto Sales in which is violation of not providing proper material disclosures. General Motors Company as manufacturer is liable for delivery of a vehicle that is defective and non conforming and non performing. The implied warranty is that the SUV was suppose to work for a particular purpose which is conformity and consistency; however, the SUV was nonconforming and inconsistent. Furthermore, immediately after being driven off the lot, the oil had to be changed which indicated that the SUV had not been serviced as stated by the Sales Representative indicated. Farm and Ranch Auto Sales and Onyx Acceptance Corp. is guilty of fraud in that I was defrauded on the good condition of the 2003 SUV was consistently nonconforming and had existing defective problems which included manufactured defects. The SUV turned out to be a heap of expensive

and costly junk. The SUV stranded me and my very young children from infants to younger children since the dealer delivered the defective SUV to me on no less than 6 occasions in various locations such as Clayton, NC, Raleigh, NC, and Salisbury, NC witnessed by Mr. John Tysor, and at a grocery store and along the road witnessed by a family member and senior citizen, Ms. Lillian Woody. I had to get a jump on many occasions, take the battery back to the store, and exchange the battery not having knowledge that the SUV failed to conform due to defects that culminated into the defect of the fuel pump draining the battery and the manufacturers repair defect problem of the fuel tank reading false readings which also contributed to the vehicle cutting off while driving and having to struggle dangerously with the wheel to drift the car on the side of the road. I had to call a wrecker due to the SUV stranding me and my young children and senior citizen family member. Furthermore, the location the SUV was again inoperable was between a visible hill which made the car at high risk of being hit since it was hard to see the vehicle while approaching a hill and very sharp curve. With very little children in the car and a senior citizen as other times being stranded by the SUV while waiting on a wrecker I feared for our safety. With a \$33,687.36 total sale price this SUV should have not had the constant expensive costly problems that have accumulated during the time I had the vehicle. I have had at least 7 used cars with 70,000 miles or more mileage then the SUV for over 4 years each in some 25 year period and I never had a fuel pump go bad in the duration of any of my car purchases which were less than \$12,000 in value; however, the nonconforming SUV with almost 3 times the expense has had a number of

cumulative defective problems which severely impacted its performance. If the vehicle is valued at \$9,000, the \$33,687.36 sale purchase has a misrepresented value on the worth of the SUV when first purchased.

3. On Sunday, April 19, 2009, a towing vehicle hauled the SUV off. It was repossessed as the CAD plus Police Department printout states for 4/19/09 and it was not surrendered. Due to the Bankruptcy Court having jurisdiction on April 22, 2009 case #09-3184 had been properly served on Capital One Auto Finance all action stops from creditors until it has been decided by the Bankruptcy court on the lift of stay and Capital One Auto Finance is guilty of Grand Larceny of a motor vehicle and violation of the Fair Debt Collection Practices Act. The ones towing the vehicle did not identify themselves and they had my personal belongings in the vehicle such as a child required car seat of \$100 value and a locked gas cap paid \$18 while the car was being serviced in January 2009. Through a violation of the Fair Debt Collection Practices Act my account for 6 months activity was told to Mr. John Tysor, who is not an account holder, by the female who was with the group that hauled off the SUV. Mr. John Tysor was told details of my account and he is not an account holder. However, due to the constant cost of nonconformance of the SUV, the cost of expensive repairs added to my severe financial ruin, inability to obtain financing due to receiving higher fees, and bankruptcy. The problems with the SUV has also handicapped my inability to perform work in which travel is a requirement in maintaining homes and meeting consulting customers which has a direct impact on my income; in turn, causes financial ruin and harm not only on my credit but the negative

income and expense in the ability to pay bills. I have reasonable cause to be awarded a revocation of the contract and full refund of all payments and cost of this loan transaction and all cost and expenses of the vehicle according to the Magnuson-Moss Warranty Act and the Uniform Commercial Code Summary of revocation of contract due to the vehicle non performance and defective activity, along with all other relief sought in my Complaint. Due to Capital One Auto Finance and Farm and Ranch Auto Sales selling me a lemon vehicle with an expensive cost of almost \$34,000. The cost of this SUV is a major expense like the value of a home today. The constant stranded, stalled, series of manufactured defects and conditions substantially impaired the value of the SUV to me the consumer at such a high price. The SUV still needs the fuel gauge replaced by the manufacturer, Chevrolet is a division of General Motors Company and engine light came on a few weeks ago and it was attributed to an exhaust check and test to fully repair that problem which would attribute to more of a cost. With the SUV not conforming to its value Farm and Ranch Auto Sales and Capital One Auto Finance violated the Magnuson-Moss Warranty Act and Uniform Commercial Code Summary and thereby a revocation of contract is warranted and necessary. I am also seeking the cost of the battery of \$87.47 and the repair cost of \$538.58 and \$9 towing cost which is an additional \$636.05. Capital One Auto Finance still has possession of the SUV.

4. Capital One Auto Finance never provided proper disclosures that a reduction of \$351.90 was applied to my account and in violation of the Fair Credit Billing Act. This amount was stated by the Bankruptcy Trustee was paid to Capital on my

account. Capital One Auto Finance violated the Fair Credit Billing Act by not providing proper payment disclosures and proper recording to my account in appropriate statement handling and delivery to consumer before the SUV was hauled off. I have not been provided consistent monthly statements since Feb. of 2009 from Capital One Auto Finance. Capital One Auto Finance claimed the contract states a 10.09% APR; however, they claimed to the Bankruptcy Trustee the amount to pay monthly is at a 7% interest rate. I never received any reduced adjustment in payments from Capital One Auto Finance nor any statement of activity regarding this interest rate. The principal amount is disputed. My credit report showed inconsistencies regarding how long the loan should be paid not the 72 month disclosure of the sales contract but a 73 month payment is inaccurate and inconsistent. Article 15 North Carolina Finance Act 1961, c:1053s 53-183; 1957 c1429 s.3; 1961, c:1053 s.1.; 15-164 12 CFR Part 226 Regulation Z) a finance company can not make false statements deceive on representation of rates, terms or conditions of loans and the payments of months of the contract is this fraudulent misrepresentation along with the condition of the SUV which was in fact defective. Fraudulency of the loan from Onyx and Capital One Auto Finance on my credit reports. This unfair and deceptive trade practices overcharge consumers and are not properly disclosed to the consumer from the date of sale onward and during the account activity which is in violation of the Unfair and Deceptive Trade Practices Act and Fair Credit Billing Act and Fair Credit Reporting Act and Truth and Lending Act violations ("TILA").

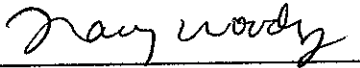
5. Onyx Acceptance Corp was properly served that I was in Bankruptcy and they did not return the SUV nor my materials in the vehicle they repossessed on April 19, 2009 for it in fact was not surrendered. Onyx Acceptance Corp and Capital One are guilty of larceny of a motor vehicle. They violated the Bankruptcy Stay since as of April 24, 2009 from receiving the Bankruptcy notice, they have held the SUV and still have it.

I petition that this Honorable Court:

1. Acknowledges the revocation of the contract, my full refund paid to Capital One Auto Finance of \$8,889.72, reimbursement for the stolen child seat of \$100, locked gas cap of 18, gas I just put in the SUV \$10 in the tank when it was hauled off, 2007 battery and repair purchases mentioned in January 2009 repair bill of \$636.05 which totals 9,653.77 plus cost of using another vehicle while I did not have the SUV in my possession since April 19, 2009 with a cost of renting the car for 5 months at \$300 a month or \$1,500 and counting. Due to the violation of the Fair Debt Collection Practices Act, predatory lending practices, larceny of motor vehicle, Truth and Lending Act, other state and federal statutes, and along with punitive damages.
2. All Onyx Acceptance Corp.'s attorney fees and be charged to Defendants due to their state and federal violations.
3. Punitive, breach of contract, treble damages in fraudulency of loan and defective performance of the SUV and the negative affect it has had on my credit reports in violation of the Fair Credit Reporting Act.

4. Onyx Acceptance Corp contract is revoked according to the UCC and Magnuson Warranty Act and due to the manufactured defects of the 2003 Chevrolet Suburban SUV manufactured by Chevrolet which is a division of General Motors Company.

This the 18th day of August, 2009.



Tracy Woody, Pro Se

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this date served a copy of the foregoing Affidavit by depositing a copy of the same in the United States Mail, postage prepaid, in an envelope addressed as noted below where service is indicated BY MAIL:

George R. Bell Sr.
Farm and Ranch Auto Sales, Inc.
4328 Louisburg Rd.
Raleigh, NC 27604


Capital One Auto Finance, Inc.
Capital One Auto Finance Subsidiary Onyx Acceptance Corporation
Registered Agent
327 Hillsborough Street
Raleigh, NC 27603

Onyx Acceptance Corporation
c/o Attorney John C. Bircher III
White & Allen, PA
1319 Commerce Drive
P. O. Drawer U
New Bern, NC 28562

General Motors Company
General Motor Corporation
Registered Agent: 30600 Telegraph Rd., Ste 2345
Bingham Farms, MI 48025

Chevrolet
Division of GM
P. O. B. 33170
Detroit, MI 48232-5170

This 18th day of August, 2009.



Tracy Woody, Pro Se

Capital One auto finance

Capital One Auto Finance, Inc.
P. O. Box 93016
Long Beach, CA 90809-3016

08/29/06



9543

TRACY WOODY
1322 HOLMAN STREET
RALEIGH, NC 27601

Dear TRACY WOODY,

Congratulations on your recent vehicle purchase. We sincerely hope that your new CHEVROLET will provide you with many years of reliable service.

Your dealer has assigned your account to Capital One Auto Finance, Inc. (COAF) or COAF's subsidiary, Onyx Acceptance Corporation, and COAF is servicing your account. You will be receiving a monthly billing statement 7 - 10 days prior to your due date, which will make it convenient to mail your payments each month. However, if you have not received the statement by your first payment date of 10/03/06, please mail the payment directly to us so that it arrives by the scheduled due date.

The address for your payment is:

Capital One Auto Finance, Inc.
P. O. Box 93016
Long Beach, CA 90809-3016

The following disclosures apply to your loan:

Loan Account Number: 00323
Loan Type Number: 1001
Maturity date: 09/03/12
Payment Amount: \$467.88
Annual Percentage Rate: 10.09%

As a condition of your finance contract, please remember to keep us informed of any address or telephone number changes. You must also keep your vehicle insured for physical damage during the term of the finance contract with a minimum policy term of six months. All renewals of your physical damage insurance should have a minimum policy term of six months.

Please include your loan account number on any payment or correspondence you send us. To protect your credit, plan on making your payments on time. If you have any questions concerning your account, you may call us toll free at 1-800-946-0332. We may monitor and record all contacts with you to assure quality service.

Very truly yours,

Capital One Auto Finance, Inc.

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

- a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. Security Interest. You give us a security interest in:
 - The vehicle and all parts or goods installed in it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.
- d. Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy other type of insurance, we will tell you which type and charge you must pay. The charge will be the cost of the insurance and a finance charge at the Annual Percentage Rate shown on the front of this contract. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. What happens to returned insurance, maintenance, service, or other contract charges. If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
 - You do not pay any payment on time;
 - You start a proceeding in bankruptcy or one is started against you or your property; or
 - You break any agreements in this contract.The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- b. You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
 - You do not pay any payment on time;
 - You start a proceeding in bankruptcy or one is started against you or your property; or
 - You break any agreements in this contract.The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. You may have to pay collection costs. If we hire an attorney to collect what you owe, you will pay reasonable attorney's fees and court costs as permitted by law.
- d. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- e. How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- f. We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay the amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- g. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. Applicable Law. Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only if the "personal, family or household" or "agricultural" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.



Transaction History Report

Date: 8/21/2008
Time: 2:32:28PM

Process Date	Seq	Interest	Principal	Misc	Balance	Effective Date	Tr.Code	Action/Field	Change Date	Misc N	Total	Int Adj	Desc
08/02/2008	002	.00	.00	5.00	20,131.18	08/02/2008	46	L		.00	.00	.00000	****
07/03/2008	005	.00	.00	5.00	20,131.18	07/03/2008	46	L		.00	.00	.00000	****
06/02/2008	007	.00	.00	5.00	20,131.18	06/02/2008	46	L		.00	.00	.00000	****
05/03/2008	008	16.74	.00	.00	20,430.10	05/03/2008	30	S		.00	.00	.00000	****
05/03/2008	009	168.96	298.92	.00	20,131.18	05/03/2008	30	A		.00	467.88	.00000	ACHP
04/03/2008	009	17.55	.00	.00	20,720.89	04/03/2008	30	S		.00	.00	.00000	****
04/03/2008	001	177.09	290.79	.00	20,430.10	04/03/2008	30	A		.00	467.88	.00000	ACHP
04/02/2008	008	.00	.00	5.00	20,720.89	04/02/2008	46	L		.00	.00	.00000	****
03/03/2008	009	17.22	.00	.00	21,014.97	03/03/2008	30	S		.00	.00	.00000	****
03/03/2008	001	173.80	294.08	.00	20,720.89	03/03/2008	30	A		.00	467.88	.00000	ACHP
02/02/2008	001	26.68	.00	.00	21,213.61	02/02/2008	30	S		.00	.00	.00000	****
02/02/2008	002	269.24	198.64	.00	21,014.97	02/02/2008	30	A		.00	467.88	.00000	ACHP
12/18/2007	007	18.25	.00	.00	21,497.26	12/18/2007	30	S		.00	.00	.00000	****
12/18/2007	008	184.23	283.65	.00	21,213.61	12/18/2007	30	A		.00	467.88	.00000	ACHP
11/17/2007	001	17.90	.00	.00	21,784.48	11/17/2007	30	S		.00	.00	.00000	****
11/17/2007	002	180.66	287.22	.00	21,497.26	11/17/2007	30	A		.00	467.88	.00000	ACHP
10/18/2007	005	183.02	284.86	.00	21,784.48	10/18/2007	30	A		.00	467.88	.00000	ACHP
09/18/2007	009	197.62	270.26	.00	22,069.34	09/18/2007	30	A		.00	467.88	.00000	ACHP
08/17/2007	003	.62	.00	.00	22,613.69	08/17/2007	30	S		.00	.00	.00000	****
08/17/2007	004	193.79	274.09	.00	22,339.60	08/17/2007	30	A		.00	467.88	.00000	ACHP
07/17/2007	006	18.19	.00	.00	22,898.00	07/17/2007	30	S		.00	.00	.00000	****
07/17/2007	007	183.57	284.31	.00	22,613.69	07/17/2007	30	A		.00	467.88	.00000	ACHP
06/18/2007	008	25.95	.00	.00	23,104.02	06/18/2007	30	S		.00	.00	.00000	****
06/18/2007	009	261.86	206.02	.00	22,898.00	06/18/2007	30	A		.00	467.88	.00000	ACHP
05/08/2007	002	21.75	.00	.00	23,352.42	05/08/2007	30	S		.00	.00	.00000	****
05/08/2007	003	219.48	248.40	.00	23,104.02	05/08/2007	30	A		.00	467.88	.00000	ACHP
04/04/2007	005	21.98	.00	.00	23,598.50	04/04/2007	30	S		.00	.00	.00000	****
04/04/2007	006	221.80	246.08	.00	23,352.42	04/04/2007	30	A		.00	467.88	.00000	ACHP
03/01/2007	008	17.02	.00	.00	23,894.64	03/01/2007	30	S		.00	.00	.00000	****
03/01/2007	009	171.74	296.14	.00	23,598.50	03/01/2007	30	A		.00	467.88	.00000	ACHP
02/03/2007	008	24.44	.00	.00	24,115.85	02/03/2007	30	S		.00	.00	.00000	****
02/03/2007	009	246.67	221.21	.00	23,894.64	02/03/2007	30	A		.00	467.88	.00000	ACHP
12/28/2006	002	16.05	.00	.00	24,421.71	12/28/2006	30	S		.00	.00	.00000	****

Transaction History Report

Date: 8/21/2008

Time: 2:32:28PM

Account # 48901211001 Borrower: TRACY WOODY Transaction Type: All Transaction Level: All From: 08/01/2006 To: 08/31/2008													
Process Date	Seq	Interest	Principal	Misc	Balance	Effective Date	Tr.Code	Action/Field	Change Data	Misc3 N	Total	Int Adj	Desc
12/28/2006	003	162.02	305.86	.00	24,115.85	12/28/2006	30	A		.00	467.88	.00000	ACHP
12/04/2006	001	21.63	.00	.00	24,671.34	12/04/2006	30	S		.00	.00	.00000	****
12/04/2006	002	218.25	249.63	.00	24,421.71	12/04/2006	30	A		.00	467.88	.00000	ACHP
11/02/2006	005	21.16	.00	.00	24,925.62	11/02/2006	30	S		.00	.00	.00000	****
11/02/2006	006	213.60	254.28	.00	24,671.34	11/02/2006	30	A		.00	467.88	.00000	ACHP
10/02/2006	009	50.24	.00	.00	25,088.35	10/02/2006	30	S		.00	.00	.00000	****
10/02/2006	001	305.15	162.73	.00	24,925.62	10/02/2006	30	A		.00	467.88	.00000	ACHP

421267341588
FIVE POINTS SERVICE
1647 GLENWOOD DR
RALEIGH, NC 27602
919-834-8539

FIVE POINTS SERVICE CENTER
1647 GLENWOOD AVE.
RALEIGH, NC 27608

(919) 834-8539

MERCHANT 8202 888888857739 001
DATE: 01/23/89 05:57 PM

INVOICE #: 175700
ACCOUNT #: XXXX XXXXX3396
TYPE: VISA

REF #: 13
SAATCHI #: 434
AUTH #: 617354

SALE \$ 548.58

I AGREE TO PAY THE ABOVE
TOTAL AMOUNT ACCORDING
TO CARD ISSUER AGREEMENT

SIGNATURE

TOP COPY - MERCHANT BOTTOM - CARD HOLDER

PLD
1/28/09

AMOUNT
285-
1895
30395

NAME TRACY WOOD		DELIVERY TIME
ADDRESS		YES <input type="checkbox"/> AM
CITY		NO <input type="checkbox"/> TIME
BILL TO		YEAR MAKE
ADDRESS		LICENSE 63 CHA
PHONE WHEN READY YES <input type="checkbox"/> NO <input type="checkbox"/>		SPEEDOMETER 80
RES. PHONE	BUS. PHONE 343-3418	MOTOR NO. 1214

OPER. NO.	REPAIR ORDER - LABOR INSTRUCTIONS
	1. RACE & RATION WILL TAKE DEL. MODEL & RATION WILL TAKE / RATION THAT WAS DATED SHIP DATE 1/07 WAS A 3 YEAR LONG REPLACEMENT / WNL
	NOTE: WILL WORK A LITTLE OFF REAL ABOVE & WILL ADJUST.

TOTAL FOR LABOR PERFORM

Any warranty on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied or fitness for a particular purpose, and neither assumes nor authorizes any other person in connection with the sale of said products.

QTY.	GAS, OIL AND ATF	PRICE	BILLING INFO.	INTERNAL
	GALS. GAS @		<input type="checkbox"/> CASH	ACCT. COS
	QTS. OIL @		<input type="checkbox"/> CHARGE	
	QTS. ATF @		<input type="checkbox"/> INTERNAL	

TOTAL - GAS, OIL AND ATF

Replaced parts will be returned if you request them when the repairs are ordered. (You may inspect those parts which must be returned to the manufacturer.)

Replaced Parts Requested By Customer (Please Check) ☐ Yes ☐ No

I hereby authorize the above repair work to be done along with necessary materials. You and your employees may operate above vehicle for purpose of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs thereto. It is understood that this company assumes no responsibility for loss or damage by theft or fire to vehicles placed with them for storage, sale, repair or while road testing.

AUTHORIZED BY _____ DATE ____/____/____

WHITE - C
YELLOW

DE N-NEW U-USED R-REBUILT

PART NO. OR DESCRIPTION

AMOUNT

1 FUEL PUMP ASSEMBLY 285-1895

ADDITIONAL PARTS FROM REVERSE SIDE OF SHOP COPY

TOTAL PARTS 303.95

ESTIMATE OF LABOR AT THIS ADDRESS

SUBLET REPAIRS:

TOTAL SUBLET REPAIRS

TOTAL ESTIMATE AMOUNT INCLUDES PARTS, ACCESSORIES OUR LABOR AND SUBLET REPAIRS

DATE BY

TIME

ADDL. AUTH. AMT.

ADDL. AUTH. AMT.

TOTAL ESTIMATE

PCO 1/28/03

FIVE POINTS SERVICE CENTER

1601 CLEVELAND AVE

RANDOLPH, NC 27601

(919) 334-8539

76

NAME

THOMAS L. WOOD

ADDRESS

CITY

BILL TO

ADDRESS

PHONE

RES. PHONE

BUS. PHONE

OPER. NO.

REPAIR ORDER - LABOR INSTRUCTIONS

DELIVERY TIME RECEIVED AM PM YES NO TIME PROMISED AM PM

ADJUST TRANSMISSION CHANGE DIFF. OIL PACK FRONT WHEEL BRGS. SERVICE AIR CLEANER CHANGE TRANS. OIL

YEAR MAKE MODEL

LICENSE

SPEEDOMETER

MOTOR

DESTROY PARTS

LABOR CHARGE

TOTAL FOR LABOR PERFORMED AT THIS ADDRESS

Any warranty on the products sold hereby are those made by the manufacturer. The seller (above named Dealership) hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

QTY. GAS, OIL AND ATF PRICE BILLING INFO. CASH CHARGE INTERNAL

QTS. OIL QTS. ATF TOTAL - GAS, OIL AND ATF

Replaced parts will be returned if you request them when the repairs are ordered. (You may inspect those parts which must be returned to the manufacturer.)

Replaced Parts Requested By Customer (Please Check) Yes No I hereby authorize the above repair work to be done along with necessary materials. You and your employees may operate above vehicle for purpose of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs thereto. It is understood that this company assumes no responsibility for loss or damage by theft or fire to vehicles placed with them for storage, sale, repair or while road testing.

DATE

29005

WRITTEN BY 1/27/03

LUBRICATION

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WHITE - Office Copy PINK - Estimate YELLOW - Customer's Invoice TAG - Shop Copy



1528 Mechanical Blvd.
Garner, NC 27529
(919) 835-0705
Fax: (919) 662-0826
www.eastcoasttowing.net

TOWING SERVICE

313046

BILL TO

WOODY

1528 MECHANICAL BLVD

CASH

CHARGE

ON ACCOUNT

DATE 2/2/09		TIME 2:00	REQUESTED BY Tr/A
OWNER WOODY			
YEAR 03	MAKE/MODEL/COLOR SUB 1500 BLK		TAG #
VIN	MILEAGE BEFORE TOWING		
LOCATION OF VEHICLE BUFFALO		TOWED TO Glenwood	
MILEAGE		SERVICE TIME	EXTRA TIME
FINISH		FINISH	FINISH
START		START	START
TOTAL 6		TOTAL	TOTAL
VEHICLE WILL NOT BE RELEASED UNTIL WRECKER SERVICE IS PAID			
REMARKS: 1677B (OAT) CK # 1050		MILEAGE CHG.	
		TOWING CHG.	9 00
		LABOR CHG.	
		STORAGE CHG.	
		2nd TOW	
SIGNATURE OF CAR OWNER OR AGENT		DATE 2/2/09	TOTAL 9 00
SIGNATURE OF TOW OPERATOR		DATE	

walmart ✶
Save money. Live better.

SUPERCENTER
WE SELL FOR LESS
MANAGER STACEY TREADWAY
1725 NEW HOPE CHURCH ROAD
RALEIGH, NC

ST# 2058 OP# 00002848 TE# 95 TR# 08654

*****	EXCHANGE SLIP	****
MAXX-75N	068113107881 D	72.94-X
BATT CORE FE	068113107867	9.00-T
MAXX-75N	068113107881	72.94 X
BATT CORE FE	068113107867	9.00 T
	SUBTOTAL	0.00
	TOTAL	0.00
	CASH TEND	0.00
	CHANGE DUE	0.00

	NET REFUND ITEMS	81.94-
SUMMARY	NET EXCH/SALE ITEMS	81.94
	TOTAL TAX	5.53
	MOSE TOTAL	87.47

ITEMS SOLD 2

TC# 8006 3694 3010 1268 6923



*****SAVE RECEIPT*****
* RETURN OLD BATTERY FOR PROPER *
RECYCLING AND REFUND OF BATTERY
* DEPOSIT WITH THIS RECEIPT *

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ideas at walmart.com/connectandshare
01/28/09 16:04:16

1/30/09

WE REMOVED A BATTERY

FOR NLS WOODS THAT HAD

A MFG DATE OF ~~12/15/07~~ DEC/06

A SHIP DATE OF 01/08

THE LABEL STATED 3 YEAR

FAUL REPLACEMENT





4328 Louisburg Rd.
Raleigh, NC 27604
(919) 876-7286

TRACY MICHAEL

1322 HOLMAN ST

RALEIGH

WAKE

NC 27601

City 919-828-1568

State 919-349-3418

Res. Phone

Bus. Phone

PLEASE ENTER MY ORDER FOR THE FOLLOWING
☐ NEW or ☒ USED ☐ CAR or ☐ TRUCK

YEAR 2003 MAKE Chevrol MODEL DOORS Subur COLOR

SERIAL NUMBER 3GNEC16ZX3G268568

STOCK NO. SALESMAN STEVE DEAL NO.

INSURANCE COVERAGE

NAME OF INSURANCE CO. FRIK INSURANCE

NAME OF AGENCY

ADDRESS OF AGENCY

PHONE NO. OF AGENCY 919-87

NAME OF PERSON TO CONTACT (AGENT)

POLICY NUMBER Q080120967

DESCRIPTION OF TRADE IN

YEAR MAKE MODEL DOORS COLOR MILEAGE

SERIAL NUMBER

DESCRIPTION OF SECOND TRADE IN

YEAR MAKE MODEL DOORS COLOR MILEAGE

SERIAL NUMBER

PAY OFF INFORMATION

LENDER

ADDRESS

PERSON TO CONTACT PHONE NUMBER ()

AMOUNT GOOD N/A UNTIL VERIFIED BY

* The customer services represent costs and profits to the seller/dealer for items such as inspecting, cleaning maintaining and adjusting new and used vehicles

FOR USED CARS ONLY

USED CAR BUYERS GUIDE. THE INFORMATION YOU SEE. ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side and that this Order shall not become binding until accepted by the dealer or his authorized representative and in the event of a time sale, dealer by a bank or finance company willing to purchase a retail installment contract this Order certifies that he is 18 years of age or older and acknowledges that he has read its terms and conditions.

PURCHASER'S SIGNATURE

DATE

CASH PRICE OF CAR 23995.00

MILEAGE 52106

CASH PRICE 23995.00

* CUSTOMER SERVICES 299.50

TAX 719.85

REGISTRATION/TITLE LICENSE PROCUREMENT FEE 74.00

1. TOTAL CASH PRICE DELIVERED 25088.35

2. CASH DOWN PAYMENT DEPOSIT ON ORDER N/A

CASH ON DELIVERY N/A

3. TRADE IN N/A

LESS BALANCE OWING TO N/A

4. TOTAL DOWN PAYMENT (2+3) N/A

5. UNPAID BALANCE OF CASH PRICE (1-4) 25088.35

6. OTHER CHARGES INSURANCE N/A

N/A

7. UNPAID BALANCE (AMOUNT FINANCED) (5+6) 25088.35

**MOST LENDERS
REQUIRE 25%
DOWN**

and that this Order cancels and supercedes any prior agreement and as of the date hereof, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE PARTIES HERETO BASED ON SUCH TERMS. Purchaser by his exclusion of and has received a true copy of this Order.

SIGNED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE

Account #: 4020323
Vehicle: 03 CHEVROLE SUBURBAN
VIN: 3G8EC1E666G6268568

3635

0-0

一、二、三、四、五、六、七、八、九、十、十一、十二、十三、十四、十五、十六、十七、十八、十九、二十、二十一、二十二、二十三、二十四、二十五、二十六、二十七、二十八、二十九、三十、三十一、三十二、三十三、三十四、三十五、三十六、三十七、三十八、三十九、四十、四十一、四十二、四十三、四十四、四十五、四十六、四十七、四十八、四十九、五十、五十一、五十二、五十三、五十四、五十五、五十六、五十七、五十八、五十九、六十、六十一、六十二、六十三、六十四、六十五、六十六、六十七、六十八、六十九、七十、七十一、七十二、七十三、七十四、七十五、七十六、七十七、七十八、七十九、八十、八十一、八十二、八十三、八十四、八十五、八十六、八十七、八十八、八十九、九十、九十一、九十二、九十三、九十四、九十五、九十六、九十七、九十八、九十九、一百。

The Deficiency/Surplus Balance was calculated as follows:

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CIR9485A 6856 2888 1227R 87 108224 PAGE 00001 OF 00001 COAFCDR 00003635